App. F. IX-4

1932. 33. (Law)

File No. 26-32

Serial Nos. 1-7

Previous References
Ext. 646-24-1-8
" 458-27-5 & 6.

Later References
Ext 194-32 (1-2)
Law 86-32 & 8 sig.
Law Dep 153-34
Law 15-35 1-2

preserve (38)

PRESERVED

General and Revenue Secretariat

Serial Nos. Seven

Part B for October

SUBJECT.

Recruitment of C.P.C. issued by Mr S.C. Hosali claiming certain machinery of the Nizamat Power Press Hone belonging to one G.B. Sreekantayya

6) 20 Mr. S.C. Hosali. C & M. St. Hone

No. P2234 dt 20-10-32

Informs him to approach the Director of Ind. in the matter.

7) 20 The Director of Ind

No. P2235 dt 20-10-32

Forwards a copy of the Govt Asstt's opinion on the matter and indicates the procedure to be adopted by him

Mr. Abdul Aziz 21-10-32

G. R. S. APP. F. III—1] 1932

GENERAL AND REVENUE SECRETARIAT.

(Law)

NOTES.

File No. 26-32

FILE HEADING.

Notice Under Sec 80 e.p.c.

FROM

M/s Thos. Hoult. Barr at Law

No. Dated 22. 8. 32 Received 22. 8. 32

Diary No. 1074 | Enclos. | Spare copies | Serial No. 1

BRIEF ABSTRACT OF LETTER

Issues notice claiming certain Machinery of Universal Paint Works owned by one G. B. Sreekantaiya who is said to have mortgaged the properties and the Works taken and obtained a sum of Rs 25000/, and has also obtained the machinery on hire purchase system from the Director of Ind.

NOTES AND ORDERS.

1) "acknowledge and deal with it early"
(sd) MM. 22/8/32

2 drfts are put up for appn

1 — to Mr. Hoult acknowledging receipt of notice

2 — " the Director of Ind calling for a report

2) Issued as revised
MM 23/8

TYPING SECTION
23. AUG. 1932
GENL. & REV SECTT.

ISD 23/8/32

NOTES—First Sheet

Issued no 1140 dated 23.8.32

Sec A
ISD 24/8/32

From.

The Director of I & C

No. E1-1030/1928 dated 26th Sept 1932

submitting a report together with the Connected records and stating that the transaction with Mr. Sreekantaiya is not a hire purchase but a Takavi loan secured on an hypothecation of the properties and the only Course to secure the outstanding due is by the Sale of the properties hypothecated.

3) This relates to the notice issued by Mr. & Mrs. Hirali claiming certain properties (described in Schedule B) of the Universal Saw Mills belonging to one S.B. Sreekantaiya, which are seized by the D.I.C. for the arrears of Takavi loan granted to him, on the ground that the said Schedule properties are not included in the agreement executed by Govt: but they are Exclusively mortgaged to him.

4) The facts of the Case and the Circumstances under which the loan was raised by Mr. S.B. Sreekantaiya are clearly stated in the respective P.W.D.

5) It is the takavi loan that is granted to Mr. Sreekantaiya but not the loan on hire purchase System as alleged in the notice. In para 7 of the notice Mr. Hirali offers to pay the amount due by Mr. Sreekantaiya provided the Govt hand over him all the machinery hypothecated to them But Mr. Sreekantaiya in his statement dated 21.9.32

Serial No.

expressly prohibits such a course of action except through the Court. In the circumstances pointed out former Course of action suggested in para 9-11 of the P.W.D. may perhaps be approved subject to previous orders

TSD 26/9

6) The mortgage bond executed by M/s. G.B. Seetaramia on 1st Oct 1928 does not appear to authorise the Director from seizing the properties in case of default in payment of the instalments due. The loan order on the other hand, specifically mentions that the amount can be recovered as an arrear of land Revenue. It is not clear how the Director can, without the intervention of a Revenue officer, distrain the property.

7) There is also another difficulty in the case. The loan is said to have been issued under the L.D. loans Regn. It appears from the loan order as though under G.O. I.C 8815-16/ I&C 446-24-8 dated 28th June 1926, loans for industrial purposes could be granted under L.D. loans Regn. ~~Whether~~ this has been legally done has to be examined. If it is found to be valid, then perhaps the Director has been properly authorised to exercise the functions of a D.C. under the Regn.

8) Since all this requires further consideration

Note—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31

1838

File No. of 193 . | General and Revenue Secretariat

The Director may perhaps be advised that pending further instructions he may not dispose of the properties seized as any such action may likely give rise to further complications in the case.

2) Draft put up may therefore be approved.

Gen Secy) RMP 30/9

3-1 No

The Director says in the P.V. dated if by 30th Sept. the money is not paid, he is prompt to notify sale of the properties seized

MP 30/9

10) Please see me.

Sept is ova. Draft remarks attd. 2

RP 3/10/32

11) Issue as revised. Also put the matter to me when the case for an early decision.

RP 3/10/32

Secretary RMP 8/10/32

To,

The Director of IRC

No. 1938 dt. 3.10.32 informing that since the entire matter is under Govt's steps to dispose of the properties seized may wait for a few days.

Received with reference to Secy's orders thereon

TSD 4/10.

TYPING SECTION 3 OCT 1932 GEN'L. & REV SECT

General and Revenue Secretariat | File No., of 193

Serial No.

12 It is clear from a perusal of the rules prescribed for the grant of Industrial Taccavi Loans, sanctioned in G. O of 28th June 1926 that these are not loans under the L. I. Loans Regulation and it is also obvious that such loans do not come within the purview of that Regulation.

13 Rule 13 of the Rules shows that the loan amounts could be recovered as an arrear of land revenue, in the case of these Industrial loans, only because such a stipulation is specifically provided for in the agreement and sec 193 L. R. Code then enables the covenant to be acted upon.

14 Rule 14 indicates the procedure to be adopted by the Director for recovery of the loan. He cannot seize the hypothecated property himself, but he can only pass an order directing recovery forthwith & it is the Deputy Coll who can after receipt of a certified copy of such order that can take further action in the matter.

15 The seizure effected in this case under the orders of the Director is therefore illegal and it is not desirable therefore for the Director to dispose of the properties himself. The procedure adopted would have been in order had a Hire purchase Agreement in Form IV ~~had~~ been taken instead of.

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31

6.

1931

File No. of 193 . | General and Revenue Secretariat

a mortgage in Form V.

16. The best course of action to be adopted now is for the Director to pass an order as required by the Rules and send a certified copy of it to the D.C. He can then distrain the property under sec 160 and proceed to dispose of it by sale. Mr Hosali can establish his claim under sec 192 of the K.R. Code and any order that the D.C. may pass under the section with bind Mr. Hosali.

17 If instead of proceeding according to law as indicated above, the Director is to sell the property in spite of Mr. Hosali's notice, there is every likelihood of the Director being held liable to Mr Hosali in the matter. And perhaps even a suit against Govt for compensation would lie under cl (a) of sec 2 of Regn VII of 1923.

DOD 5/10

16 forwarded with compts to the Govt Advocate for an immediate Expression of his views in the matter

Dy Secretary
for Chief Secy to Govt
5/10/32

Dy No 262/32-3
3/6.10.32.

GOVT. ADVOCATE'S OFFICE.
- 6 OCT 1932
BANGALORE.

Serial No.

U.O No 49/32 am
8/10/32 m

Returned with compliments.

19 In this case, Mr. Hosali has taken a hypothecation from Mr. Srikantayya of four items two of which have not been hypothecated to Government. It is assumed that item 1 of Schedule B attached to Mr. Hosali's notice is also hypothecated to Government. This may be verified. A distinction has, therefore, to be made between these two items and the other items that have been seized by the Director. Regarding the latter items, Mr. Sreekantiah has, in his letter dated the 21st September 1932, expressly acquiesced in the seizure and has consented to their sale by the Director if he failed to pay the amount before the 27th September 1932. Further, since most of these moveables are assigned or transferred expressly to the Director, according to the Deed of Hypothecation dated 1-11-1928 which also confers the right of sale, the Director, I think, is in order in seizing and in selling them in pursuance of the power of sale conferred on Government by the Deed. Mr. Hosali cannot object to it and Mr. Srikantayya has no objection in the matter. But regarding the two items which have not been hypothecated to Government, though the owner has no objection to their seizure and sale, complications may arise as Mr. Hosali, the hypothecatee, is taking exception to the procedure adopted by the Director who has no right over them as they have not been hypothecated to Government. Mr. Hosali's contention regarding them seems to be correct. As, however, the debt due to Government could also be recovered

GENERAL SECRETARIAT
14 OCT 1932
No. Law

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31.

recovered as an arrear of land revenue the safest course to adopt regarding these two items is for the Director to sell the other properties and for the balance that may be found due to pass the necessary orders and refer it to the Deputy Commissioner who can direct the sale of these two properties for realizing the dues due to Government. Mr. Hosali will also have an opportunity to urge his claims before the Deputy Commissioner under section 192 of the Land Revenue Code. This would avoid any complications that might arise from Mr. Hosali's claims.

A.

20 Another point that deserves consideration is the offer of Mr. Hosali to pay the balance due by Mr. G.B. Srikantayya. If Mr. Hosali is prepared to pay the whole amount by taking an assignment of the rights of Government, this question may, I think, be considered. The two machines not mortgaged to Government cannot, however, be handed over to him, as the Director cannot seize them himself.

Government Advocate.
12-10-1932.

21 The machinery specifically hypothecated to Govt under the bond of 1st Nov 1928 may be sold by the Director in a public auction or if Mr. ~~Kasturi~~ Hosali is willing to pay up the entire Govt dues and take up an assignment of Govt's interests in this property, it may conveniently be transferred and the affair closed.

22 The machinery not hypothecated

Serial No.

to Govt cannot of course be handed over to Mr. Hosali and it has to be returned to Mr. Seshachalia, from whose possession it was seized, in case Govt dues are adjusted completely in the manner suggested above - If not, proceedings have to be taken by the Director to recover the balance due from these machinery also, as indicated at 'A' by the Govt Advocate.

2) If approved, the Director will be instructed accordingly and Mr. Hosali will be informed in reply to his notice that he may approach the Director in the matter. Refer: para 4 supra

(Gen Secy)

DMP 17.10.32

1st Member.

RR 17/10/32

DMP 17.10.

19.10.32

RR 19/10/32

Dfts, please DMP 19/10

2 dfts are Sub: for approval

ISD 20/10.

Issue today

DMP 20/10

17 OCT. 1932 2BM3.

GENERAL SECRETARY 17 OCT. 1932

TYPING SECTION 20 OCT. 1932 L. & REV SECT.

Noted—Comth. Sheet.

60

File No. of 193 General and Revenue Secretariat

To,

The Director of DRC.

No. S. 2235 dated 20.10.32 forwarding a copy of the Govt. AD's opinion in the matter and indicating the Procedure to be adopted by him.

Mr. S. C. Hosali C.S.I. Sir 13'lone

No. S. 2234 dated 20.10.32 informing him to approach the Director of DRC. in the matter.

B

ISD 21/10/32 V

From,
S.C.Hosali Esqr:,B.A., Barrister-at-Law and
Srimati Savitri Bai (Mrs: S. C. Hosali), residing
at No: 3 Rest House Road, C. & M. Station
B a n g a l o r e.

To,
The Chief Secretary to the Government of
His Highness the Maharaja of Mysore.
B a n g a l o r e.

dated:- 22nd August 1932

S i r,

1) on or about the 18th March 1931, one G. B. Srikantian, son of Gunjur Bylappa, residing at No: 163 Sultanpet, Bangalore City, borrowed from us the sum of Rs: 2500/- for the purposes of his business agreeing to repay the said sum within one year from that date together with interest thereon at the rate of Rs:2-8-0 per cent per mensem. As security for the repayment of the principal amount and interest and other charges due or incurred by us in respect of the above loan, the said G. B. Srikantiah hypothecated in our favour the machinery and properties of the Universal Power Press and constituted us the owners thereof under a registered deed dated the 18th March 1931 and registered as No: 12 in Book IV - Volume 5 - pages 46 to 54 in the Office of the Sub-Registrar, Bangalore City.

2) Under the aforesaid deed, we have legally acquired a claim over the schedule properties. (Schedules A and B.)

3) It has recently come to our knowledge now that the Government of Mysore have seized on the 27th July 1932 the schedule properties and the other properties of the Universal Power Press and Type Foundry in Sultanpet, Bangalore City, under a hire-purchase agreement executed between the Government and the said G. B. Srikantiah. Under the circumstances stated above we have acquired a claim and interest over the schedule properties Schedule A and

(Continued)

5) Mr. S. C. Hosali called personally on the Director of Industries and Commerce in Mysore, Bangalore, on the 21st July 1932 and showed him the above registered deed and other documents connected with the transaction and intimated the facts of our claim over the schedule properties. It was only after notice of our claim over the schedule properties that the Director seized them on the 27th July 1932. We learn that amongst the properties seized by the Government are included two machines namely (1) One Babcock Cylinder Printing Machine and (2) Crossfield Cutting Machine more particularly described in Scedule A below. These two machines were purchased by G. B. Srikantiah in November or December 1930 and in January 1931 long after the Hire-purchase agreement of the Government and they are not included in the hire-purchase agreement and the Government has therefore no manner of claim or lien over them. But the said two machines have been specifically included in the schedule of the deed executed by the said G. B. Srikantiah in our favour and we have therefore acquired an exclusive claim and interest over them.

7) Mr: S. C. Hosali wrote two letters dated 1st August 1932 and 3rd August 1932 to the Director of Industries and Commerce in Mysore, Bangalore, intimating our exclusive claim over the two machines referred to above and in Schedule A and offering to ~~pay~~ pay to the Government the proportionate share of the amount due to them in respect of those schedule properties included in our document, over which the Government may have an earlier ~~or~~ lien or preferential claim. Mr: S. C. Hosali also requested the Director of Industries and Commerce to furnish him with copies of the documents and schedules in favour of the Government. But hitherto they have not been furnished to him.

6) Under the above circumstances, we hereby give you notice of our claim and interest over the scedule properties. We claim that we have acquired an absolut claim and interest over the two machines viz: (10 Babcock Cylinder Printing Machine (2) Crossfield Cutting Machine (more particularly described in the schedule A below)

S. C. Hosali (Contd.)

and the machines having been purchased by G.B.Srikantiah subsequent to the hire-purchase agreement of the Government, they the Government have no lien or claim over the said properties. As the Government have seized the said properties and have taken them into their custody, we hereby request you to deliver possess-ion of them to us.

5) We have under our document acquired a claim and interest over the other properties described in Scedule 'B' below. If the Government have any earlier or preferential claim over them, we are ready and willing and hereby offer to pay to the Government a proportionate share of their claim over the said machines described in Schedule 'B' annexed hereto, provided the Government absolutely release and relinquish their claim over them and deliver the properties to our possession. We request you also to send us copies of the documents and schedules in favour of the Government. As soon as you intimate the exact amount due to the Government as aforesaid, we are prepared to pay the amount under the terms and conditions staed above.

6) We hereby specifically intimate to you that the said G.B.Srikantiah has no manner of right, title or interest now subsisting to or in the properties described in schedules A and B, and that he has no right whatsoever to obtain possession of the said properties. We request you therefore not to hand over possess-ion to him under any circumstances of the properties described in schedules A and B below, but to deliver possession of them to us under the circumstances stated above.

7) Should the Government be not agreeable to the terms proposed in this letter, we hereby give you notice under Section 80 of the Civil Procedure Code, that after the expiration of two months from this date, we intend filing a suit impleading the Government and the Director of Industries and Commerce as parties for the recovery of possession from the Government absolutely of the two properties described in Schedule 'A' below and for the recovery of possession of the properties described in Schedule 'B'

V. C. Hosali (Contd.)

4

below subject to paying to the Government a proportionate share of the amount due to them in respect of the said machines, and for costs of suit, interest and consequential and other reliefs.

10) In the meantime we request you not to reconvey, sell or otherwise part with possession of the said properties.

S C H E D U L E 'A'

(1) One Babcock Cylinder Printing Machine - double demy size - No: 5017 - Price Rs:2750/-

(2) One Cutting Machine by Messrs: William Crossfield and Co:, size of cutting knife 33 inches. Price about Rs:1000/-

S C H E D U L E 'B'

(1) One Phoenix Platen printing Machine, Crown Folio Size - Price Rs: 1200/-

(2) One Falcon Printing Machine with self delivery- size demy folio Price about Rs: 1800/-

11) We beg to state here for your information that a copy of this notice has been sent and served on the Director of Industries and Commerce in Mysore, Bangalore. Copies of documents executed by G.B.Srikantiah in our favour have already been sent to the Director of Industries and Commerce, on 1st August 1932. We are also enclosing true copies of the Hypothecation deed & the Affidavit of 18th March, 1931 for your information.

We remain,

yours faithfully,

(1) S. C. Hosali

(2) Savitribai S. C. Hosali

S. C. Hosali

5

True Copy.

DEED OF HYPOTHECATION AND MONEY BOND executed this 18th day of March, 1931 by G.B. Srikantiah son of Mr. Gunjur Bylappa owner and proprietor of the Universal Power Press and Type Foundtry situated in and residing at No.163 Sulthanpet, Bangalore City of the Veerashaiva Caste, aged about 39 years hereinafter called the Mortgage Debtor(which expression shall mean and include his heirs successors and assignees, wherever the contextso requires or admits) of the first part, in favour of Mr. S.C. Hosali, Barrister-at-law and Srimati Savitri Bai (Mrs. S.C. Hosali) both residing at No. 61 Hospital Road, C & M Station, Bangalore hereinafter called the Mortgagees and Creditors (which expression shall mean and include their heirs, sucessors and assignees, wherever the context so requires or admits) of the second part witnesseth as follows:-

1. Whereas the Mortgagor and debtor abovenamed having left the necessity of borrowing a sum of rupees Two Thousand and five hundred (Rs.2500/-) for the business of the Universal Power Press of which he is the sole owner (viz) for the purchase of Electric Motors and Electric Accessories and for installing the same for the driving of his several Printing Machines and for carrying on the other business of the printing press and the Mortgagee Creditors having agreed to give a loan of the said sum of Rs.2500/- to the Mortgagee Debtor, carrying interest at Re.2-8-0 per cent per month and in consideration of the sum of Rs.2500/- having been paid by the Mortgagees Creditors to the Mortgagor Debtor in the manner mentioned in detail in the receipt of this date separately executed by the mortgagee debtor, in favour of the above two creditors and the receipt of which the Mortgagor Debtor hereby acknowledges, agrees and promises to repay the amount of the loan with interest as mentioned in Para 2, of this deed on the terms and conditions mentioned below to which the debtor fully and unconditionally agrees.

2. The debtor hereby agrees and promises to pay regularly every month to the Creditors or either of them interest on the amount of this loan at Rs.2-8-0 per cent per month during the pendancy of

of this loan and as long as any part of the loan remains unpaid and he further agrees and promises to repay the whole amount of the above loan including principal and interest to the Creditors or either of them within the course of one year from the date of this mortgage deed failing which the debtor will pay default interest at Rs. 3-2-0/- percent per month and the Creditors will have the right to proceed against the debtor and recover the amount of the loan including Principal and Interest and Costs by selling the properties hereby mortgaged and hypothecated without the intervention of the Court either by public auction or private sale at the risk of the debtor and after applying the sale proceeds first in payment of all costs and charges incidental to the sale and secondly in satisfaction of the amount of the loan including Principal and interest calculated as above and the balance if any will be returned to the debtor. The debtor further agrees and promises that if the monies realised by the sale of the mortgaged property is not sufficient to satisfy the creditors' claim in full including the principal and interest and costs, the debtor will be personally responsible for the satisfaction of the creditor's claim and will repay the loan amount in full out of his other properties and the creditors will also have the right to proceed against the debtor personally by his arrest and imprisonment in the civil jail.

3. As security for the above loan of Rs. 2500/- and the interest thereon the debtor hereby gives a full and complete hypothecation and mortgage of the properties consisting of printing and other machines at present located in 163 Sulthanpet, Bangalore City, mentioned in Schedule 1 & 2 annexed herewith for the repayment of the whole amount of the loan and the debtor hereby conveys all his right, title, interest and ownership in the mortgaged properties mentioned in the schedules 1 and 2 to the creditors and constitutes and makes the creditors the full owners of the hypothecated property and he the debtor hereby puts the creditors in possession of the mortgaged properties and as long as the amount of this loan including principal and interest or any part thereof remains unpaid both the creditors will be considered to be and have now become the sole and absolute

care of the hypothecated properties and will hold the property as a bailee and trustee of the creditors and the debtor shall not possess any property or interest therein adverse to the creditors' absolute ownership in the mortgaged property and the debtor will have no right to sell, mortgage, pledge, hypothecate, hire, remove or otherwise deal with the mortgaged properties in any way nor to part with the possession thereof and the debtor will not allow the property to be seized or attached in execution of any demand, decree or claim of any other person or persons against him and the debtor further agrees that the creditors and their representatives will at all times have the right to enter the premises where the property is at present located and inspect and examine the same for the purpose of satisfying themselves that the same is kept intact and in good condition and also for the purpose of seizing the property and disposing of the same by sale or otherwise as stated in para 2 of this deed.

6. The debtor further stipulates and agrees with the creditors that during the pendency of this mortgage deed he will regularly pay the rent of the building and all other incidental charges where the mortgaged property is kept to the landlord and other parties concerned, and if the debtor fails to pay such rent and charges and the creditors are obliged to pay the same, the creditors will have the right to recover all such sums from the debtor as if these formed an integral part of the loan and all such sums will be repayable with the interest agreed to be paid by the debtor in para 2 of this deed.

7. The Mortgagor Debtor hereby further covenants with and gives a guarantee to the creditors that he is the full and absolute onwer of the properties hereby mortgaged and hypothecated and the debtor further declares and assures the creditors that these properties are his own absolute and self acquired properties and are not alienated or charged by the debtor in any way whatsoever and that the same are absolutely free from all encumbrances and claims and demands of any other parties, and and that the full purchase price of the said properties has been previously fully paid by the debtor to the vendors thereof and if this warranty of full ownership and title of the

9

title of the Mortgagor Debtor is proved to be defective or false in any way the said mortgager debtor holds and makes himself liable and responsible to the creditor for all consequences thereof in both civil and criminal courts and for all damages and expenses that may be suffered by the creditors owing to the failure of this warranty and the failur of the security hereby offered by this mortgage deed for the repayment of the loan taken by him (the debtor).

8. The mortgagor debtor further agrees and promises that he will repay the amount of this loan including principal and interest to either of the creditors when demand is made jointly or severally and will have no right to raise any objection on the ground that both the creditors have not jointly claimed the loan amount and the debtor will have no right to insist on a receipt being given by both the creditors jointly.

9. Notwithstanding that a period of one year is given for the repayment of this loan by para 2 of this deed the creditorswill have the full right to claim the amount of the loan including the principal and interest at any time within one year from the date of this deed, if the creditors find it inconvenient to continue the loan any longer or if the debtor is found guilty of breach of any of the conditions hereby imposed upon him by this agreement and the debtor hereby agrees and promises to repay the amount immediately when so demanded by either or both of the creditors.

10. Th debtor mortgagor hereby declares and confirms the receipt of the full consideration of this loan of Rs.2500/- (rupees two thousand and five hundred only) from the creditors, received in the manner stated in the receipt executed by and delivered by the debtor along with this deed and which forms an integral part of this document and agreeing to and confirming all the above terms and conditions above mentioned, I the above named mortgagor debtor G.B. Srikantiah son of Mr. Gunjur Bylappa, have hereunto set my hand and signature this 18th day of March 1931 at Bangalore City in the presence of the following witnesses.

10

witnesses.

Witnesses.

(1) Sd/- V.S. Chandrasekara Chetty, 39, Infantry Road, Bangalore. 18-3-31.
(2) Sd/- E. Narayana Rao, 21/A Sulthanpet, Bangalorecity 18-3-1931.
(3) Sd/- S. A. Aziz, 18-3-1931.

Executed by the Mortgagor debtor.

G.B. Srikantiah son of Mr. Gunjoor Bylappa, Proprietor, The Universal Power Press, Sulthanpet, Bangalore City dated 18-3-1931.

SCHEDULE NO. 1.

Schedule of Printing Machines and Cutting Machines hypothecated by this deed which are permitted to remain with the mortgagor debtor in the premises of the Universal Power Press, 163 Sulthanpet, Bangalore city subject to the terms and conditions of this deed.-

1. One Babcock cylinder Printing Machine Double demy size No.5015 Price about Rs. 2750/-
2. One Phoneix Platen Printing Machine Crown Folio size price Rs. 1200/-
3. One cutting Machine by Messrs. William Crossfield & Co. Size of cuttingkine 33 inches. Price about Rs. 1000/-
4. One Falcon Printing Machine with self delivery size demy folio, price about Rs. 1800/-

Schedule No. 2.

Schedule of newly manufactured printing types (english and Canarese) about 2000/- lbs. in weight price about Rs. 2400/-

Note:- The undersigned debtor hereby states and declares that the two creditors have taken the types in paper bundles into their possession on trust only, as the bundles of the types have not been opened and shown to them nor have the bundles been weighed in the presence of the creditors and the bundles varying in sizes have not even been counted and the creditors have not shown nor submitted the types to the examination of any printing expert for the purpose of valuation of the quality, quantity and price of the different bundles and the types therein. The creditors will not be in any way responsible to the debtor for the price above stated of these types nor will they be in any way responsible for shortage in the quantity and number of the packages. Expressly on this condition, the creditors have taken the bundles of types into their possession on mere trust, and without prejudice to the above expressed stipulations, the creditors will take as much care as possible of the above named property mentioned in Schedule 2.

Bangalore. 18th March 1931)

Attested by

1. V.S. Chandrasekara Chetty, 39 Infantry Road, Bangalore. dated 18-3-31.

2. E. Narayana Rao, 21/A Sulthanpet, Bangalore city. dated 18-3-31.

3. S.A. Aziz, 18-3-31.

Executed and signed by

G.B. Srikantiah, son of Mr. Gunjoor Bylappa, Proprietor, The Universal Power Press, Sulthanpet, Bangalore City. dated 18-3-1931.

issued from

(1) one general stamp Rs. 15/- No.7407/The Huzur Treasury Bangalore dated 4-3-1931 and sold on 4-3-1931.
(2) Ditto Rs. 3/- No.7408 state Huzur Treasury Bangalore dated 23-2-1931 sold on 4-3-1931. (3) Plain paper.

@@*@*@*

Registered

True copy
A. C. Nosah

A F F I D A V I T.

IN THE COURT OF THE DISTRICT MAGISTRATE, BANGALORE.

I, G.B.Srikantiah son of Gunjur Bylappa, of the Veerashaiva Caste aged 39 years sole Proprietor and owner of the Universal Po wer Press situated at No.163, Sulthanpet, Bangalore City and residing in the same premises do hereby make oath and declare and state on solemn affirmation as follows:

1. That I am the sole and absolute owner of the following properties which are my self acquired properties and which are located in the above premises of the Universal Power Press and which form a part of the said press.

1. One Babcock Printing Cylinder Machine Double Demy size No. 5017 price about Rs.2750/-
2. One Phoenix Planten Printing machine Crown Folio size price about Rs.1200/-
3. One cutting machine by Messrs. William Crossfied & Co, size of cutting knife 33 inches, price about Rs.1000/-
4. One Falcon Printing Machine with self delivery size demy Folio price about Rs.1500/-
5. About two thousand pounds of newly manufactured printing types (English and Kanarese) price about Rs.2400/-

with all fittings, Electric Motors, power fixtures tools and all other accessories connected therewith and required for the -- business of the Printing Press, which are in the premises at present and I have paid their full price to the persons or firms from whom I have purchased them and that no other person or firm have got any right, interest, title, claim or demand against any any of the above items of property and I further declare that I have not created any such claim, right title or interest of any other parties since my purchase uptodate and that the said properties are not in any way attach d or seized by process of any Civil Criminal or Revenue Courts and that the same are in my sole

possession -2-

possession uptodate as absolute owner thereof and that I am legally entitled and competent to sell mortgage or dispose of them in any way I choose.

2. I have given this assurance to Mr. S.C.Hosali, Bar-at-Law and Srimati Savitri Bai (Mrs. S.C.Hosali) of 61 Hospital Road, Bangalore and induced both of them to advance me a loan of ~~xxpx~~ rupees Two Thousand Five Hundred (Rs.2500/-) in respect of which I have executed a separate Mortgage deed and Money Bond of this date whereby I have Hypothecated and Mortgaged all ~~thexxxxxxxxx~~ the properties mentioned in para 1 to the said creditors as security for repayment and satisfaction of the said loan with the agreed interest thereon and relying upon this assurance of mine the two creditors Mr. and Mrs. S.C.Hosali have advanced me the said sum of Rs.2500/- which I have received in the manner stated in the receipt of this date separately executed by me and -- delivered to the above creditors and I hereby acknowledge the receipt of the said amount of Rs.2500/- (two thousand and five hundred rupees) and I further declare that the said creditors Mr. and Mrs. ~~xxx~~ S.C.Hosali have from now become the full and absolute owners of the property mentioned in para 1. but subject, to the right of redemption by me by payment of the full amount of the loan with the agreed interest thereon to the creditors with in one year from this date and I have put the creditors in -- possession of the said properties and they the creditors will be at full liberty to sell or dispose of the said property in any ~~x~~ way they like and choose without any let or hinderance from me.

3. I further declare and state on oath that the creditors have again put the said property into my possession as a bailee and trustee on their behalf and have agreed to allow me the use of the properties mentioned in para 1 items Nos. 1 to 4 for carrying on the work and business of my printing press and during the -- period that the said properties will be allowed to remain in my

possession, --3--

possession, I promise to take all care of the said properties andpreserve them from damage in every way and that while the said properties are in my possession I shall not sell, Pledge or mortgage or remove them to any other premises nor allow them to bessized by process of court in execution of any decree, demand or claim against me by any person or persons and in case I committ a breach of any of these conditions I should be considered guilty of Criminal Breach of trust and any other criminal offence I may commit thereby.

4. I futher declare on solemn affirmation that the above -- assurances given by me are absolutely true and correct and should they prove to be false I should be considered guilty of perjury, cheating and any other ~~appxxx~~ appropriate criminal ~~affxxxxxxxxx~~ offences that I may have committed for having sworn this affidavit and induced Mr. and Mrs. S.C.Hosali to part with their money by false representations and fraud and to further convince Mr. and Mrs S.C.Hosali of the truth and correctness of the assurances and statements herein made by me, I have sworn this affidavit and delivered the same to Mr. S. C. Hosali in the presence of the following -- witnesses who have attested this affidavit after having carefully read and understood the contents of the same.

Sworn at Bangalore on this 19th day of March 1931.

Attested by

1. S. A. Aziz (sd/-)
18-3-31.

2. E. Narayana Rao,
18-3-31.

Executed and ~~xxx~~ sworn by

Signed/-

G.B.Srikantiah son of Gunjoor Bylappa, Proprietor, The Universal Power Press, Sulthanpet, Bangalore City.
18th March 1931.

Before me

Sd/- G. H. Cooke

18.-3-1931.

District Magistrate, C & M Station, Bangaloro.

True copy
S. C. Hosali

****

14

Appendix F G—1]

SUBJECT .....

.....

.....

Section Law

File No. 16-32

Serial No. 2

Diary No. of letter replied to .....

No. P - 1140

To S. C. Hoodi Esq B.A., Barrister-at-Law

No 3 Rest House Road

C H M. Station, B'lore.

General and Revenue Secretariat

( )

the *193*

Sir,

Date of issue 23. 8. 32

I am directed to acknowledge the receipt of your notice dated 22nd Aug 1932 issued under Sec 20 C.P.C. claiming certain ~~properties~~ machinery of the Universal Cover Pvt. B'lore owned by one G. B. Sreekantaiya and to state that the matter is under enquiry.

Signed by for U. R. J. Rao

List of enclosures .....

B. O.

ISD
mp.

Copied by .....

for Secy

Examined by .....

WD 71—GBPM—40,000—20-7-31.

Jl&P 1141
Gen / Notice pp. 1-4

15

23rd August 1932.

The

The Director of Industries and Commerce
in Mysore, B a n g a l o r e.

I am directed to forward herewith the notice dated 22nd August 1932 in original issued under Section 80 Civil Procedure Code by Mr. and Mrs. S.C. Hosali, Bar-at-Law, regarding the machinery and other properties of the Universal Power Press, Bangalore belonging to one G.B.Sreekantaiya which appears to have been seized by you for -- Sreekantaiya's failure to pay the money due to Government under a hire-purchase agreement and to request that a report together with the connected records may kindly be sent for orders of Government very early.

I have the honour to be,
Sir,
Your most obedient servant,

For General Secretary to Government.

TSD

2TSS.

Appendix E. G—1]

SUBJECT .....

.....

.....

Diary No. of letter replied to .....

General and Revenue Secretariat

( )

the 193 .

Date of issue 23-8-32

Signed by Shri N. R. J. Rao

List of enclosures .....

Copied by .....

Examined by .....

11

Section Law

File No. 16-32

Serial No. 3

No. P 1141/Exc/Notice(PP1-4)

To The Director of Etc.

Sir,

I am directed to forward herewith ~~Copy of the notice~~ dated 20.8.32 in original signed under sec 80 C.P.C. by Mr. Mrs. Sc Hanali Bar.at Law representing the ~~claimant~~ machinery & other properties of the Universal Paver Prop. B'Lore belonging to ~~owned by~~ one G.B. Srikantaya which alleges to have been ~~to have obtained~~ seized by you for ~~machinery under hire purchase system~~ in accordance with ~~and also borrowed a sum of~~ for Sri Kantha's failure to pay ~~Rs 3500~~ on hypothecating the the money due to Govt under a machinery and the Proprietor of the hire purchase agreement ~~from him~~ and to report that a report together with the Counsel needs may kindly be sent for orders of Govt early.

I have etc

Dy Secy to Govt

WD 71—GBPM—40,000—20-7-31.

1st 2/5.

18.38/32 P 932 17

Telegraphic Address.—"INDUSCOM."

GOVERNMENT OF MYSORE.

DEPARTMENT OF INDUSTRIES AND COMMERCE.

In reply please refer to
No. E1-1030/28-29
Encl, 1 Inventory
1 file of 95 papers including agreements.

OFFICE OF THE DIRECTOR,

Dated, Bangalore, 24th Septr. 26 *193* 2.

Law 2632-4

FROM

N. RAMA RAO, Esq., B.A., B.L.,
Director of Industries and Commerce in Mysore,
Bangalore, (India.)

To

R. Ranga Rao, Esq., B.A., B.L.,
Secretary to the Government of Mysore,
General Department, Bangalore.

Inte
Pol 26.9

SIR,

1) With reference to your letter No. P. 1141/Law 26-32 dated the 23rd August 1932, forwarding, in original, notice dated the 22nd Aug. 1932 issued under Sec. 80, Civil Procedure Code, by Mr. Hosali, - Bar-at-law, regarding the properties and other machinery of the - Universal Power Press, I have the honor to state that a Taccavi loan of Rs 5,000/- was sanctioned in G. O. No. D. 4345-6/I & C 458-27-6 of the 15th Octr. 1928 to Mr. G. B. Srikantaiah, Proprietor, Universal Type Foundry, Bangalore, for improving his Type Casting Foundry by the addition of certain upto-date machinery on the security of his entire machinery, plant and materials, and also the casting machinery that was purchased out of the loan.

2) The loan amount was fully disbursed to him on the 15th May '29 and the amount was made repayable in 12 quarterly instalments of -- Rs 416-10-8 commencing from 31st March 1930.

3) Mr. G. B. Srikantaiah has executed a bond dated the 23rd Novr. '28 mortgaging the undermentioned machinery -

a) IN THE UNIVERSAL TYPE FOUNDRY

a) Three Type-casting machines by Messrs. Woodmiles, Nottingham in working order.
b) One Type-casting machine by Messrs. Bannerman & Co., under - repairs.
c) Matrices about ten thousand in number.

b) IN THE UNIVERSAL POWER PRESS

a) One double demy Wharfdale Cylinder Printing Machine by Messrs. Payne & Sons.,
b) One Falcon Platen Printing Machine with self-delivery arrangement.
c) One Golding Jobber Crown Folio Size
d) One Cutting machine by Messrs. Harrild & Sons., with 22" Knife.

4) On information in the form of an anonymous letter dated 3rd Novr. '30 similar to the one forwarded in original in your letter No. D. 5638/I & C dated 25th Novr. '30, that Mr. Srikantaiah was endeavouring to dispose of some of his assets to the "Daily Post" without the cognizance of the Department, a notice was issued to the party and the intending purchasers were also forthwith apprised of the fact of the machines in question having been mortgaged to Government in respect of a loan of Rs 5,000/-. Whereupon Mr. Srikantaiah executed another agreement on 13th Novr. '30 undertaking to substitute within one month of the sale of the two machines - appearing under

appearing under list 2 above, viz., 1) One Double Demy Wharfdale Cylinder printing machine, 2) One Falcon Platen Printing Machine with two other machines of higher value, viz., One Babcok Double Demy printing machine and One Phoenix Printing Machine - Demy -- Folio size and also to make a cashpayment of Rs 1,500/- before the end of January 1931.

5) A Cheque on the Imperial Bank of India for the amount of Rs 1,500/- was received on the 30th Jany. 1931 from the Manager, The Bangalore Mail Press, with a request to send the receipt there-of to Mr. S. C. Hosali, Bar-at-Law, 61 Hospital Road, Bangalore. This was adjusted against the loan of Mr. G. B. Srikantaiah as follows -

Principal ...	Rs	1,341	10 0
Ordinary Interest		118	12 0
Overdue Interest ...		39	10 0
	Rs	1,500	0 0

6) Mr. G. B. Srikantaiah having failed to pay any further instal-ments and a sum of Rs 3,000/- having become overdue, all the machin-ery in the Universal Power Press were taken possession of on the 27th July 1932. A list of the machinery thus taken possession of is given in the annexure. Mr. Srikantaiah has since presented an application acquiescing in our possession all the properties and praying for time till the end of September 1932 to enable him to repay the debt to Government. While authorising us to be in possession of all the properties and to proceed against them xx all in case of his failure to pay in full before the end of September 1932, he expressly stipulates that we should not hand over any of the machines seized to any person otherthan himself except under an order of a competentCourt of Law. As for his transactions with Mr. Hosali, he says, they are purely his affair with which the Department has no concern and that Mr. Hosali should establish his claims in a Court of law.

7) Mr. Hosali has also presented petitions urging that some of the articles now in the possession of Government have been mortgaged to him and requesting that they should be released from attachment and handed over to him. He also offers to pay to Government the entire amount due from Mr. Srikantaiah provided that Government hand over to him all the machinery which had been hypothecated to them and are now in their possession.

8) In regard to Mr. Hosali's request, we cannot, in view of Mr. Sri-kantaiah's express prohibition, hand over any part of the property to him unless he produces the order of a Court of Law. Neither can we, unless he becomes purchaser in a regular sale, transfer to him any part of the properties hypothecated to Government even if he pays the amount due from Mr. Srikanataiah. Of course, if Mr. Srikantaiah and Mr. Hosali come to some agreement or compromise, we could, at their joint request, give effect to it. That, I think, is the most we could do in the matter.

9) Our transaction with Mr. Srikantaiah is not a hire-purchase, but a Taccavi loan secured on an hypothecation of the properties, and our only course is to recover our dues by the sale of the properties hypothecated. I propose to sell the plant, proceeding first against the items specifically hypothecated to us, in open auction after advis-ing Mr. Hosali about the date of sale and intimating to him that we will take his offer of paying the Government debt of Rs 3,644-9-6 as the initial bid.

10) I am submitting herewith the connected papers as desired by Government.

11) I have, in the meantime, received a notice on behalf of the landlord of the place where the press is situated demanding payment of rent. The rent will have to be paid by us from the date on which

which we took possession of the property upto the date that we vacate the premises, which makes it necessary that an early date should be fixed for the sale.. If Government aprove and if no payment is made by Mr. Srikantaiah by the 30th Septr. 1932, I shall advertise the sale of the press by public auction on the 25th Octr. 1932.

I have the honor to be,
Sir,
Your most obedient servant,

N Ramma Rao

Director.

NRR-USC)

27-7-1932

Inventry of the Universal Type Foundry and the Power Press belonging to Mr. G.B.Srikantaiya.

---

1. UNIVERSAL TYPE FOUNDRY.

1. Three Type casting machines by Messrs. Woodmiles, Nottingham in working order.
2. One Type casting machine by Messrs. Bannermann and Co. under repairs.
3. Martices- The front room said to contain these Martices was locked and and the key said to be with the proprietor. (Sealed by the panchayetdafs. No. of seals 2
4. One Type casting machine By Messrs. Bannermann and Co., in working order.
5. One table vice 4" Jaw.
6. 3" "
7. Three Hack Saw frames- One local and two foreign [illegible] made.
8. Files rough 14" Four.
9. One Wood rasp file.
10. One 18" hand saw.
11. One tin cutting scissors.
12. Set spanners six (Single side).
13. ¾ Lb. Ball pane hammer one.
14. One nail [illegible] puller.
15. One hand vice.
16. One wire cutting plier (local made).
17. Dividers One.
18. Callipers (Out-side) one. (local made).
19. One country hand bellow.
20. One scale ordinery with 8 weight.
21. One crow bar.
22. Twist drill bits four.
23. Lead moulds two (One big and one small).
24. Dye boxes two (One Eventues and the other screw plate No. 101 made in Geremany).
25. Screw plate without taps one.
26. One hand drill small.
27. Taps nine.
28. Clumps one.
29. One small leg vice. 4" jaw.
30. One emery grinder.
31. One drilling machine in working order.

4

32. One dressing machine (Local made).

33. Types. (34 big packets and two small packets).

34. Two deal wood cases of Types.

35. Type planes two one small and one big.

- 2. POWER PRESS.

1. One Babcock Printing Press. Double demmy size.

2. One Falcon Platen Printing Machine with self delivery arrangement.

3. One Phoenix Printing Press, with two side stands.

4. One cutting machine by Messrs. William Crossland Ltd.

5. One hand cutting machine.

6. One wire stitching machine.

7. Two Crampton ~~MMMMMM~~ Parkinsons Motors (One two H.P. and the other 1 H.P.).

8. Room No. A 1083 Type cases 8. and one type rack.

9. (Separate room) Type cases nine and rack one.

10. One set of tools (spanners, hammers etc.(10) miscellanious collections

11. One small lead cutting machine.

12. Miscellanious composed frames.

13. Type cases, Stands 10 and type racks five.

The room containing stationery and finished goods has not been seized and is left in possession of the Manager as these are stated to belong to customers.

ತಾ॥ 27-7-32.

ಯೂನಿವರ್ಸಲ್ ಪವರ್ ಪ್ರೆಸ್ಸಿನ್ನು ಜಪ್ತಿ ಮಾಡಿದ ಈ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟಂತೆ ಕೆಳಕಂಡ ಪಂಚಾಯತರು ಕೂಡಿ ಬಿದ್ದ ಮಹಜರ್:— ಯೂನಿವರ್ಸಲ್ ಟ್ರೇಡ್ ಪ್ರೆಸ್ಸಿಂದ ಮಾಲುಗಳನ್ನು ಮು ಜ.ಮ. ಶ್ರೀನಿವಾಸಯ್ಯನವರಿಂದ ಸ್ವಾಧೀನಕ್ಕೆ ಬಂದಿದ್ದಾಗ್ಗೆ ಈ ದಿವಸ ಬೆಳಿಗ್ಗೆ ೧೦ ಗಂಟೆಗೆ ಸರಿಯಾಗಿ ಯೂನಿವರ್ಸಲ್ ಟ್ರೇಡ್ ಪ್ರೆಸ್ಸಿನ ಮತ್ತು ಯೂನಿವರ್ಸಲ್ ಪವರ್ ಪ್ರೆಸ್ಸಿನ ಬಾಬತ್ತು ಹೇಳಿ ನಮೂದಿಸಿರುವ ತಪಶೀಲು ಪ್ರಕಾರ ಮಿಷನರಿ ಸಾಮಾನುಗಳನ್ನು ಪರಿಶೀಲನೆ ಮಾಡಿ ಲಿಸ್ಟಿನಲ್ಲಿ ಬರೆದಿರುವ ಪ್ರಕಾರ ಇರುವ ಹಾಗೆ ಸ್ವಾಧೀನ ಮಾಡಿಕೊಂಡಿತಾಗಿ. ಲಿಸ್ಟಿನಲ್ಲಿ ಬರೆದಿರುವ ಸಾಲುಗಳಲ್ಲಿ ಯೂನಿವರ್ಸಲ್ ಪವರ್ ಪ್ರೆಸ್ಸಿನ ಮು ವಿ. ಕೆ. ಮೀನಾಕ್ಷಿಯವರು ಹಾಜರಿದ್ದು ಸ್ವಾಧೀನಕ್ಕೆ ಇರುವ ಹಾಗೆ ಬರೆದಿರುವುದು ಆಗಾಗಲೆ ಅವರಿಗೆ ಶ್ರೀನಿವಾಸ ಮು ಜ.ಮ. ಶ್ರೀನಿವಾಸಯ್ಯನವರಲ್ಲಿರುವುದಾಗಿ ತಿಳಿಸಿರುವುದರಿಂದ, ಈ ಲಿಸ್ಟಿನಲ್ಲಿರುವ ಸಾಮಾನುಗಳನ್ನು ಬಿಡಿಸಿ ತೆಗೆದು ಲಿಸ್ಟಿನ ಪ್ರಕಾರ ಇದೆಯೆಂದು ಕಂಡುಬಂದ ಮೇಲೆ ಈ ಲಿಸ್ಟಿನ ಪ್ರಕಾರ ಸಾಲು ಮಾಡಿಕೊಂಡಿತಾಗಿ. ಎಂದು ಬರೆಯಿಸಿದ ಮಹಜರ್.. —

Signed by the
(1) Manager of the Press
(2.) Panchayatdars.
(3.) Revenue Inspector
(4) Asst. mechanic and (5.) Superintendent of Industries
Bangalore Division.

Before me
28.7.32

The owner has first Room of this Printing Press, according to the Statement of the manager another room is under Lock & Key & the key is stated to be in his own possession.

Appendix F G—1

SUBJECT.....

.....

.....

Section Law

File No. 26-32

Serial No. 5

No. P/1938

Imke

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193*

To

The Director of I re

Date of issue 3/10/32

Sir,

Signed by Jm. N. R. J. Rao

With reference to your letter No: E1-1030/28.29 dated 26th Sept 1932 in the matter of recovery of amounts due from ~~the~~ Mr. G. B. Srivastava of the Universal Type Foundry I am directed to state that since the entire matter is under consideration of ~~correspondence from~~ Govt ~~further~~ steps ~~need not be taken~~ may await to dispose of the properties seized ~~until further orders~~ may wait for always.

List of enclosures.....

Copied by.....

Examined by.....

[over I have ack RS 3/10/32

WD 02559—GPB—25,000—25-6-30

RSP 3/10/32 Ramsay

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 1938 Law 26-32-5

Dated, Bangalore, 3rd October 1932.

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Director of Industries and Commerce in Mysore,

Bangalore.

Sir,

With reference to your letter No.El - 1030/28-29 dated 26th September 1932 in the matter of recovery of amounts due from Mr.G.B. Srikantia of the Universal Type Foundry, I am directed to state that since the entire matter is under consideration of Government, ~~steps~~ and an early decision is likely, steps to dispose of the properties seized may wait for a few days.

I have the honour to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

ACH. 2.

1007-2234

<14

20-10-1932.

To

S.C. Hosali, Esq., B.A., Bar-at-law,
No.3 Rest House Road, C & M. Station,
Bangalore.

In continuation of this office letter No.P.1140 Law. dated 23rd August 1932 acknowledging the receipt of your notice claiming certain machinery of the Universal Power Press, Bangalore owned by Mr.G.B. Sreekantaiya, I am directed to state that the matter has been referred to the Director of Industries and Commerce who may therefore be approached by you.

By order,

for General Secretary to Government.

TD.3.

25

Appendix F G—1]

SUBJECT .....

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.....

Section Law

File No. 26-32

Serial No. 6

Diary No. of letter replied to .....

No. P-2234

To S. C. Hoole, Esq. B.A., Barrister-at-Law

no.3. Rest House Road

C. & M. Station, B'lore

General and Revenue Secretariat

( )

the 193 .

In Continuation of this office letter no. P. 1140 Law dated 25th Aug 1932 acknowledging the receipt of your notice claiming certain ~~properties~~ machinery of the Universal Paper press Bangalore Owned by Mr. L. B. Sreekantaiya, I am directed to state that the matter has been referred to ~~the~~ the Director of P. & C, and he may be duly instructed ~~may be approached in the matter~~ before may be approached by you -

B. O.

Date of issue 29/10/32

igned by Mr M R Rao

List of enclosures .....

Copied by .....

Examined by .....

MR 29/10

for Gen! Sec!

29/10

Appendix F G—1]

SUBJECT .....

.....

.....

Diary No. of letter replied to .....

General and Revenue Secretariat

( )

the 193 .

Date of issue 29/10/32

Signed by Mr N. N. J. Rao

List of enclosures .....

Copied by .....

Examined by .....

Section Law

File No. 26-32

Serial No. 7

No. P 2235/Sec 2 Copies of letter & 1 file of papers

To The Director of Ire

Sir,

In Continuation of this office letter no. P. 1930 dated 3rd Oct 1932 re: the notice issued by Mr Hirali in the matter of recovery of amounts due from Mr. G. B. Sreekantaiya of the Universal Type foundry Bangalore I am directed to enclose herewith a Copy of the Govt. Ad's × opinion in the matter and to state that the machinery specially hypothecated to Govt under the bond of 1st mortgage may be sold in a public auction or if Mr Hirali is willing to pay up-

2

the future fort dues, and take up an assignment of Govt's interest in this property. it may Conveniently be transfered and the affair ~~brought to a~~ closed.

~~But however~~ The machinery not hypothecated to Govt Council of Course be handed over to Mr. Herali and it has to be returned to Mr Sreekantaiya from whose possession it was seized, in Case fort dues are adjusted Completely in the manner suggested above. If the dues are not so adjusted, the balance remaining due to Govt after sale of the hypothecated machinery ~~to be taken to recover the balance~~ may be recovered as an arrears of land revenue in the manner indicated by the Govt Advocate=

~~due from the machinery also as indicated by the Govt Ad in para 1 of his opinion~~

A copy of the reply sent to Mr Herali is herewith enclosed for your information The action taken in the matter may kindly be reported in due course for inform Govt.

Mr. Herali has been addressed to approach you in the matter.

Secy Aiyar may be taken as suggested and a report sent for information of Govt early

I have the honour to be Sir Your obedient servant

Herewith are returned the files of papers

for Govt Secy

ISD
29/10.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 2235/Law 26-32-7 Dated, Bangalore, 20th October 1932

From R. Ranga Rao, Esq., B.A., B.L.,
General Secretary to the Government of His Highness the Maharaja of Mysore,
Development Department.

To

The Director of Industries and Commerce in Mysore.

Sir,

In continuation of this office letter No.P.1938 dated 3rd October 1932 re - the notice issued by Mr.Hosali, in the matter of recovery of amounts due from Mr.G.B.Sreekantaiya of the Universal Type Foundry Bangalore, I am directed to enclose herewith a copy of the Government Advocate's opinion in the matter and to state that the machinery specifically hypothecated to Government under the bond, if sold in a public auction, or if Mr. Hosali is willing to pay up the entire Government dues and take up an assignment of Government's interests in this property, it may conveniently be transferred and the affair closed.

The machinery not hypothecated to Government cannot of course be handed over to Mr. Hosali and it has to be returned to Mr. Sreekantaiya from whose possession it was seized, in case Government dues are adjusted completely in the manner suggested above. If the dues are not so adjusted, the balance remaining due to Government after the sale of the hypothetcated machinery may be recovered as an arrear of land revenue in the manner indicated by the Government Advocate.

A copy of the reply sent to Mr.Hosali is herewith enclosed for your information. The action taken in the matter may kindly be reported in due course for information of Government.

Your office file of papers are herewith returned.

I have the honor to be,
Sir,
Your most obedient servant,

for General Secretary to Government.

ISD

AGH.2.